

LANDSCAPE MAINTENANCE AGREEMENT A.G. CONTRACT NO. 87-1739

ARIZONA PROJECT F-029-1-503

JP4-87-76

CORDES JCT-PRESCOTT HIGHWAY  
(Prescott Valley)  
Town of Prescott Valley

THIS AGREEMENT, made this 13th day of July, 1987, 1987, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the Town of Prescott Valley, a municipal corporation, acting by and through its Town Council, thereunto duly authorized, hereinafter designated as Town.

WITNESSETH:

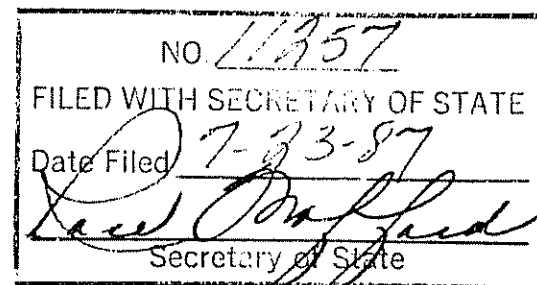
WHEREAS, the Town is empowered by A.R.S. Sec. 9-672B to enter into this agreement and acting by and through its Town Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the Town; and

WHEREAS, it is to the mutual advantage of the Department of Transportation and the Town to landscape certain areas within the State and Town rights-of-way on State Route 69, centerline roadway station 4542+38, to centerline roadway station 4564+46, a net distance of approximately 0.42 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the Town, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the Town for approval.

2. Upon approval, the project will be constructed by the Department of Transportation, using State funds matched by 25% Town funds, apportioned to the Department of Transportation.



3. The Town shall furnish and install necessary water services from water mains to the designated locations within the State and Town rights-of-way on State Route 69 for the landscaping from centerline roadway station 4542+38, to centerline roadway station 4564+46. Cost shall be a portion of the 25% matching funds and at standard water service rates, all at Town expense.

4. The Town shall furnish all water for landscape installation during construction phase, and all water hereafter necessary to properly maintain the landscape within the rights-of-way on State Route 69 for the landscaping, all as shown on the project plans from centerline roadway station 4542+38, to centerline roadway station 4564+46, all at Town expense.

5. After construction the Town shall maintain the landscaping and irrigation system within the rights-of-way on State Route 69, centerline roadway station 4542+38, to centerline roadway 4564+46.

6. The Town hereby agrees to maintain the landscaping and irrigation system, in an attractive manner, as it was designed and approved by the Department of Transportation, and the Town will not make any changes, additions or deletions without written approval by the Department of Transportation, Roadside Development Services.

7. The parties hereto further agree that to the extent permitted by law, the Department of Transportation and Town agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the Department of Transportation or the Town, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault, whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgement on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Sec. 12-1518 (B) and (C).

8. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

9. Attached hereto are resolutions of the Department of Transportation and the Town authorizing both entities to enter into this agreement, and a written determination by the Town Attorney of Prescott Valley that this agreement is in proper form and within the powers and authority granted to the Town under the laws of this State.

10. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

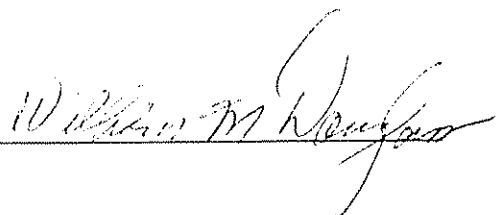
11. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to A.R.S. Sec. 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

TOWN OF PRESCOTT VALLEY,  
a municipal corporation

By   
CHIEF DEPUTY STATE ENGINEER

By 

STATE OF ARIZONA            )  
                                  :    SS  
County of Yavapai         )

I, Linda J. Thorson, Town Clerk of  
the Town of Prescott Valley, Arizona, do hereby certify that  
the following is a true and correct extract of the minutes of  
the Town Council meeting held July 2, 1987.

In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the Town of Prescott Valley,  
Arizona. Done in Prescott Valley, Arizona this 6th  
day of July, 1987.



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TOWN OF PRESCOTT VALLEY  
SPECIAL COUNCIL MEETING  
JULY 2, 1987

ROLL CALL AND CALL TO ORDER

Special Council Meeting was called to order by Mayor Douglass at the Prescott Valley Community Center at 7:00 p.m. with the following members present:

Bill Douglass	Mayor
John Pratt	Vice-Mayor
Bill Howeth	Councilmember
Tim Hopps	Councilmember
Ed Smith	Councilmember

Councilmembers Black and Skoog were absent.

ANNOUNCEMENTS

Mayor Douglass informed Council and citizens that because of Arizona Laws we must have 3/4 votes on agenda items 4,5 and 6. Due to the fact that this is six elected officials they can not be voted upon at this meeting.

Motion was made by Vice-Mayor Pratt and seconded by Councilmember Hopps to table these items until the July 9, 1987. Motion carried unanimously.

RESOLUTION #253 ADOPTING LANDSCAPE MAINTENANCE AGREEMENT  
BETWEEN THE TOWN OF PRESCOTT VALLEY AND THE DEPARTMENT OF  
TRANSPORTATION, HIGHWAYS DIVISION, AN AGENCY OF THE STATE OF  
ARIZONA-FOR DISCUSSION AND POSSIBLE ACTION

Motion was made by Councilmember Hopps and seconded by Councilmember Howeth to approve Resolution #253 with correction being made changing the word City to Town of Prescott Valley. Carried unanimously. Mayor voted aye.

LIQUOR LICENSE APPLICATION-ED'S LIQUORS-FOR DISCUSSION AND  
POSSIBLE ACTION

Discussion was held on the zoning and location to Residential areas.

Motion was made by Councilmember Hopps and seconded by Councilmember Smith to approve the Liquor License for Ed's Liquor. All members voted aye except Vice-Mayor Pratt voted nay. Motion carried.

SECOND READING, ORDINANCE NO 150 AMENDING ARTICLE 13.24, OFF-  
STREET PARKING REQUIREMENTS, SECTION-13.24.4 OF THE ZONING  
ORDINANCE OF THE TOWN OF PRESCOTT VALLEY-FOR DISCUSSION AND

RESOLUTION \_\_\_253\_\_\_

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, AN AGENCY OF THE STATE OF ARIZONA, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

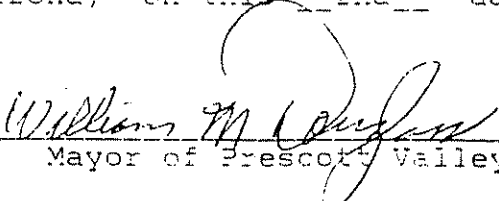
WHEREAS the Town of Prescott Valley has the authority to enter into such agreements pursuant to A.R.S. Sec. 17-572B;

WHEREAS it is to the mutual advantage of the Department of Transportation and the Town of Prescott Valley to landscape certain areas within the State and Town rights-of-way on State Route 69;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

THAT the Town of Prescott Valley will enter into a Landscape Maintenance Agreement, hereafter known as Arizona Project F-029-1-503, Cordes Jct-Prescott Highway, and authorizing the Mayor to execute said Intergovernmental Agreement and Staff are authorized to take any and all steps necessary to accomplish all phases of said Landscape Maintenance Agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, on this \_\_\_2nd\_\_\_ day of July, 1987

  
\_\_\_\_\_  
Mayor of Prescott Valley

ATTEST:

  
\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Town Attorney

APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the TOWN OF PRESCOTT VALLEY and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 30<sup>th</sup> day of June, 1987.



~~DAVID ALEXANDER~~

Town Attorney



**Attorney General**

1275 WEST WASHINGTON

**Phoenix, Arizona 85007**

**Robert K. Corbin**

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 87-1739, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16<sup>th</sup> day of July, 1987.

ROBERT K. CORBIN  
Attorney General

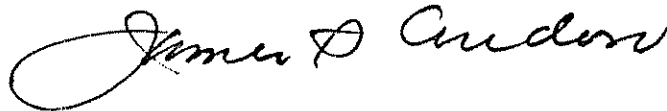
Albert Moyer  
Assistant Attorney General  
Transportation Division



RESOLUTION

Be it resolved on this date, July 13, 1987, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF PRESCOTT VALLEY, acting by and through its TOWN COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the Town of Prescott Valley as by law required; and request the Town to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

JAMES S. CREEDON, Deputy Director



For:

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CHARLES L. MILLER, Director  
Department of Transportation